



**LEASE AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND GREAT INDIA CUISINE**

THIS LEASE AGREEMENT is made and entered into between the City of Olympia, a Washington municipal corporation (“OLYMPIA”), and Great India Cuisine, Inc., a corporation (“GREAT INDIA CUISINE”), and collectively referred to herein as “the Parties.”

In December of 2018, OLYMPIA acquired title to the real property at 116 4th Avenue West, Olympia, Washington. GREAT INDIA CUISINE held a lease at that location through February 28, 2019.

GREAT INDIA CUISINE had an option to extend its lease for a five (5) year term, but allowed the lease to lapse on February 28, 2019, without exercising the option. However, OLYMPIA has determined that it will be of benefit to OLYMPIA to allow GREAT INDIA CUISINE to continue operating its restaurant at the current location until such time as OLYMPIA decides to use the property for other purposes, pursuant to the terms of this lease.

The Parties therefore agree as follows:

LEASE

1. **Premises.** In consideration of the covenants and agreements set forth in this lease agreement and other good and valuable consideration, OLYMPIA hereby leases to GREAT INDIA CUISINE the premises located at 116 4th Avenue West, Olympia, Washington, and more specifically described in the legal description set forth in “Exhibit A,” which is attached hereto and incorporated by reference (“the Premises”).
2. **Term of Lease.** This lease shall be for a term of three (3) years, commencing on March 1, 2019 and shall terminate on February 28, 2022 (“term”). This lease may be extended in increments of six (6) months upon mutual written agreement of both Parties, and at the sole discretion of the City.
3. **Rent.** GREAT INDIA CUISINE agrees to pay \$1,815 in rent per month for a term of three (3) years. Rent is due on or before the first day of each month. A late fee of \$100 shall be added for any payment received by OLYMPIA on the fifth day of the month for which it is due, or later. GREAT INDIA CUISINE may be considered by OLYMPIA to be in default of the lease if rent is paid after the 20th day of the month for which rent is due.
4. **Relocation Expenses Lump Sum.** OLYMPIA will provide GREAT INDIA CUISINE with a lump sum of \$6,000 for relocation/moving expense at the end of the lease term and any



mutually agreed written lease extension, provided GREAT INDIA CUISINE is in good standing and not in default on any terms of the lease.

5. Utilities. GREAT INDIA CUISINE agrees that it shall pay the cost of all utilities, including but not limited to water, sewer, gas, garbage, cable, internet, and telephone service. The cost of purchasing or leasing telephones and/or installing and maintaining same, cable or internet service, shall be the responsibility of GREAT INDIA CUISINE.
6. Maintenance and/or Repair.
 - (a) Ordinary Maintenance/Repair. GREAT INDIA CUISINE shall provide, at its sole expense, janitorial services, to include vacuuming, emptying of garbage, washing of windows, dusting, and general cleaning, including maintenance of all landscaping upon the leased premises, including replacement of light bulbs, painting, interior repair, and toilet articles. GREAT INDIA CUISINE is responsible for all repairs necessary due to the negligence of GREAT INDIA CUISINE, its agents, invitees, contractors, employees, or restaurant patrons.
 - (b) Extraordinary Maintenance/Repair. If significant maintenance or repair is required due to a major system failure, major maintenance, or a structural issue, as determined solely by OLYMPIA (for example, an electrical system failure or a new roof), OLYMPIA may terminate this lease in the same manner as in Section 8 as if damaged by casualty. Should OLYMPIA terminate the lease due to this section, and the date is at or prior to the end of the three (3) year lease term, OLYMPIA agrees to honor Relocation Expenses Lump Sum provided in Section 4.
7. Repairs and Alterations. GREAT INDIA CUISINE agrees to keep the leased premises clean and in a sanitary condition, to repair and/or pay for the repair of any and all damage to the leased premises caused by GREAT INDIA CUISINE, its agents, invitees, contractors, employees, or patrons, and upon surrendering possession, to leave the leased premises in good condition, except for ordinary wear and tear. GREAT INDIA CUISINE will not make any alterations, additions, or improvements without the prior written consent of OLYMPIA. GREAT INDIA CUISINE will not commit any waste or damage of the leased premises.
8. Damage by Casualty. In the event the premises is destroyed or damaged by fire or other casualties so that the same shall be unfit for use or occupancy, then OLYMPIA shall, within 15 days after said casualty, notify GREAT INDIA CUISINE whether or not OLYMPIA elects to rebuild the premises and lease it in the same manner. If OLYMPIA elects not to rebuild the premises, then this lease is thereby terminated and all rents will be adjusted as of the date of OLYMPIA's termination decision. If OLYMPIA elects to rebuild the premises, then the rent shall be suspended for such period as GREAT INDIA CUISINE is not in possession and until the premises can be made fit for GREAT INDIA CUISINE's occupancy. OLYMPIA and GREAT INDIA CUISINE hereby expressly waive their right of subrogation against the other party and waive their entire claim of recovery against the other party for loss, damage, or injury from fire or other casualty, included in the extended coverage



insurance endorsement, whether due to negligence of any of the Parties, their agents, or employees, or otherwise.

9. Indemnification / Hold Harmless. To the fullest extent allowed by law, GREAT INDIA CUISINE shall defend, indemnify, and hold harmless OLYMPIA, its officers, officials, employees, and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of GREAT INDIA CUISINE's use of the premises, or from the conduct of GREAT INDIA CUISINE's business, or from any activity, work or thing done, permitted, or suffered by GREAT INDIA CUISINE in or about the premises, except only such injury or damage as shall have been occasioned by the sole negligence of OLYMPIA. It is further specifically and expressly understood that the indemnification provided herein constitutes GREAT INDIA CUISINE's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by GREAT INDIA CUISINE and OLYMPIA. The provisions of this section shall survive the expiration or termination of this lease agreement. The indemnification and insurance provisions of this Agreement shall survive termination.

10. Insurance Requirements.

A. Insurance Term

GREAT INDIA CUISINE shall procure and maintain for the duration of this lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with GREAT INDIA CUISINE's operation and use of the leased premises.

B. No Limitation

GREAT INDIA CUISINE's maintenance of insurance as required by this lease shall not be construed to limit the liability of GREAT INDIA CUISINE to the coverage provided by such insurance, or otherwise limit OLYMPIA's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

GREAT INDIA CUISINE shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. **OLYMPIA shall be named as an additional insured on GREAT INDIA CUISINE's Commercial General Liability**



insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.

2. Property insurance shall be written on an all risk basis.

D. Minimum Amounts of Insurance

GREAT INDIA CUISINE shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Property insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.

E. Other Insurance Provisions

GREAT INDIA CUISINE's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respects OLYMPIA. Any insurance, self-insurance, or self-insured pool coverage maintained by OLYMPIA shall be excess of GREAT INDIA CUISINE's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

G. Verification of Coverage

GREAT INDIA CUISINE shall furnish OLYMPIA with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of GREAT INDIA CUISINE.

H. Waiver of Subrogation

GREAT INDIA CUISINE and OLYMPIA hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.



I. OLYMPIA's Property Insurance

OLYMPIA maintains property insurance covering any buildings or structures it owns.

J. Notice of Cancellation

GREAT INDIA CUISINE shall provide OLYMPIA with written notice of any policy cancellation within two business days of its receipt of such notice.

K. Failure to Maintain Insurance

Failure on the part of GREAT INDIA CUISINE to maintain the insurance as required shall constitute a material breach of lease, upon which OLYMPIA may, after giving five business days' notice to GREAT INDIA CUISINE to correct the breach, terminate the lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to OLYMPIA on demand by GREAT INDIA CUISINE.

L. Public Entity Full Availability of Lessee Limits

If GREAT INDIA CUISINE maintains higher insurance limits than the minimums shown above, OLYMPIA shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by GREAT INDIA CUISINE, irrespective of whether such limits maintained by GREAT INDIA CUISINE are greater than those required by this lease or whether any certificate of insurance furnished to OLYMPIA evidences limits of liability lower than those maintained by GREAT INDIA CUISINE.

M. Alcohol Sale or Consumption upon Leased Premises.

If alcohol is either sold or consumed on the leased premises, GREAT INDIA CUISINE agrees to obtain Liquor Liability insurance in the amount of \$1,000,000 each occurrence. OLYMPIA shall be named as an additional insured on such insurance. Host liquor liability coverage may be substituted when alcohol is consumed and not sold on the leased premises with the prior written approval of OLYMPIA.

11. Publicity. GREAT INDIA CUISINE agrees to provide OLYMPIA, specifically Kellie Purce Braseth, Strategic Communication Director, (360) 753-8361, with any and all publicity information affecting the Leased Premises.
12. Termination. OLYMPIA may terminate this lease prior to the termination date if GREAT INDIA CUISINE is in default. Otherwise, termination shall automatically occur at the end of the three (3) year term or at the end of any extension mutually agreed upon in writing.



13. Assignment and Subleasing. GREAT INDIA CUISINE shall not assign this lease nor sublet the leased premises to subtenants or caretakers without the prior express written approval of OLYMPIA.
14. Furniture and Fixtures. GREAT INDIA CUISINE shall provide, at its own expense, all furniture and fixtures necessary for its possession and use in or upon the premises. All furniture and fixtures must be removed by GREAT INDIA CUISINE within twenty (20) days of termination of the lease. If furniture and fixtures are not removed within this time period, they become of the property of OLYMPIA.
15. Laws/Regulations. GREAT INDIA CUISINE shall comply with all laws, statutes, rules, regulations, ordinances, and resolutions promulgated either by the federal government, State of Washington, or the City of Olympia. Such rules include any and all rules of operation and procedure issued by OLYMPIA.
16. Default. If GREAT INDIA CUISINE defaults as to any of the covenants and agreements to be performed by GREAT INDIA CUISINE as set forth this lease agreement, then OLYMPIA may, at its option, enter upon the premises and re-let the same for such rent and upon such terms as OLYMPIA may see fit and OLYMPIA may declare this lease agreement terminated and forfeited and take possession of the Premises. GREAT INDIA CUISINE agrees to pay reasonable attorney's fees and court costs should it be necessary to enforce any of OLYMPIA's remedies in this paragraph.
17. Audits. Upon request, GREAT INDIA CUISINE shall make all financial information, including revenues and expenses, available to OLYMPIA. Financial reserves shall likewise be made available. Any terms, conditions, or restrictions attached to operating or reserve funds shall be identified. Information must be itemized to show the revenues, expenses, and cash reserves of each component program of GREAT INDIA CUISINE.
18. Equipment Failure. OLYMPIA shall not be responsible for financial and/or material loss of perishable food products as a result of mechanical or electrical failure or loss of any effects resulting from equipment failure.
19. Security of Premises. GREAT INDIA CUISINE is responsible for securing all areas under its lease. OLYMPIA shall not be responsible for any loss sustained by GREAT INDIA CUISINE as a result of failure to properly secure facilities. Additionally, GREAT INDIA CUISINE will indemnify, defend, and hold OLYMPIA harmless from any liabilities, claims, suits, or damages for any and all loss sustained by OLYMPIA arising out of GREAT INDIA CUISINE's failure to secure and protect the leased premises.



20. Notices. All notices required or given under this lease shall be given to the following persons:

LESSOR: City of Olympia
Contact Person: Mike Reid, Economic Development Director
Address: Olympia City Hall (if in person)
601 4th Avenue East

PO Box 1967 (if by mail)
Olympia, Washington 98507-1967
Telephone: (360) 753-8591
Email: mreid@ci.olympia.wa.us

LESSEE: Great India Cuisine, Inc.
Contact Person: Mukesh Singh, Owner
Address: 116 4th Avenue
Olympia, WA 98501
Telephone: (360) 943-3442
Email: singhmukesh710@yahoo.com

21. Nondiscrimination. GREAT INDIA CUISINE agrees it shall not discriminate in the provision or delivery of services, resources, or facilities for use or rental of the property based upon age, sex, race, creed, color, sexual orientation or national origin, or the presence of any physical, mental or sensory disability or because of any other status protected from discrimination by state or federal law.

22. Entire Agreement. This lease agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever. Any changes to this lease agreement requested by either party may only be by mutual agreement, in writing signed by duly authorized representatives of the Parties. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this lease shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

23. Interpretation/Venue/Jurisdiction. The rights and obligations of the Parties and all interpretations and performance of this lease are governed in all respects by the laws of the State of Washington. Section headings are inserted for convenience only and may not be used in any way to construe the terms of this lease agreement. If any portion of this lease agreement is ambiguous, this lease shall not be interpreted against any party, as both Parties participated in its drafting. The Parties agree that venue is proper only in Thurston County, Washington and jurisdiction for any suit related to this lease agreement is in the Thurston County Superior Court.



24. Ratification. Any act consistent with the terms of this lease, but prior to its final execution is hereby ratified and affirmed.
25. Deposit. GREAT INDIA CUISINE agrees to allow the transfer of deposit from the prior lease at this location in the amount of \$1,650.00 to be retained by OLYMPIA as the deposit for this lease until the end of the three year lease term, plus any mutually agreed extension. Unless GREAT INDIA CUISINE owes funds to OLYMPIA, in which case the deposit will be deducted from any sum owing, GREAT INDIA CUISINE shall be entitled to a return of the deposit in full.

IN WITNESS WHEREOF, the Parties have caused this agreement to be duly executed, such Parties acting by their representatives being duly authorized.

*******SIGNATURES APPEAR ON THE FOLLOWING PAGE*******



CITY OF OLYMPIA

APPROVED AS TO FORM:

Steven R. Hall, City Manager

[Signature]
Annaliese Harksen, Deputy City Attorney

Date _____

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On the ____ day of _____ 2019, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me STEVEN R. HALL, to me known to be the City Manager of the City of Olympia, a municipal corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

WITNESS my hand and official seal the day and year first above written.

Signature
Print Name: _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My commission expires _____

GREAT INDIA CUISINE
UBI #602-191-648

APPROVED AS TO FORM:

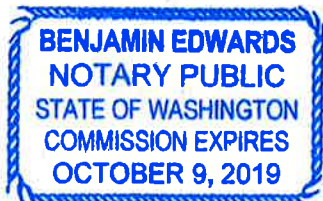
[Signature]
Mukesh Singh, Owner
Date: 5 APRIL 2019

[Signature]
Ben Edwards, Attorney at Law

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On the ____ day of _____ 2019, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me MUKESH SINGH, to me known to be the Owner of GREAT INDIA CUISINE, INC, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

WITNESS my hand and official seal the day and year first above written.



[Signature]
Signature
Print Name: BENJAMIN EDWARDS
NOTARY PUBLIC in and for the State of Washington,
residing at OLYMPIA
My commission expires 9 OCTOBER 2019



EXHIBIT "A"
LEGAL DESCRIPTION

THE WESTERLY 23 FEET OF THE EAST HALF OF LOTS 5 AND 8 IN BLOCK 4 OF SYLVESTER'S PLAT OF OLYMPIA, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 14.

SITUATED IN THURSTON COUNTY, WASHINGTON.